

EXHIBIT A

MEDIATION AGREEMENT

This Mediation Agreement (“Agreement”) is made as of February 16, 2021, by and between (a) ELM AEROSPACE HOLDINGS, LLC; JEAN ANN RIEKE as Trustee for the Patrick James Maguire and Jean Ann Rieke Revocable Trust; JEAN ANN RIEKE as Executrix of the Estate of Patrick James Maguire; HEATHER R. MAGUIRE; MATTHEW R. MAGUIRE; MAGUIRE/MAGUIRE INCORPORATED; PRIMAIR VENTURE PARTNERS; JEAN ANN RIEKE; SPINNAKER AIRCRAFT HOLDING, LLC; THE ESTATE OF PATRICK JAMES MAGUIRE; THE PATRICK JAMES MAGUIRE AND JEAN ANN MAGUIRE REVOCABLE TRUST (collectively, the “Maguire Defendants”), (b) ROSEMARY C. CRAWFORD as chapter 7 trustee for the bankruptcy estate of OneJet, Inc.; (c) WOODY PARTNERS, et al.;¹ (d) ROBERT LEWIS; (e) BOUSTEAD SECURITIES, INC.; (f) BANK OZK; (g) AIRCRAFT HOLDING COMPANY ONE LLC; and (h) TRI-STATE CHARTER, LLC; TRI-STATE CHARTER HOLDINGS LLC; AND TRI-STATE CHARTER LEASING, LLC (each of the foregoing, a “Party” and collectively, the “Parties”) and JOEL M. WALKER (“Mediator”).

RECITALS

- A. OneJet is a debtor in a chapter 7 case at Case No. 18-24070 in the United States Bankruptcy Court for the Western District of Pennsylvania (the “Court”).
- B. On November 13, 2018, Rosemary C. Crawford (the “Trustee”) was appointed as trustee for OneJet’s chapter 7 estate.
- C. The following adversary proceedings in the Chapter 7 Case have been consolidated pursuant to a Consent Order agreed to by the Parties and entered by the Court on February 8, 2021 (the “Consent Order”): (1) Woody Partners et al v. Maguire et al., Adversary No. 19-02134-GLT, (2) Rosemary C. Crawford, Chapter 7 Trustee v. Boustead Securities, LLC et al., Adversary 20-02172-GLT and (3) Rosemary C. Crawford, Chapter 7 Trustee v. Maguire et al., Adversary No. 20-02175-GLT.
- D. Pursuant to the Consent Order, the Mediator has been selected by the parties and approved by the Court as the Mediator.

The Parties and the Mediator agree as follows:

I. DUTIES AND OBLIGATIONS

- A. The Mediation is subject to applicable provisions of the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, and the Local Bankruptcy Rules of the Court including W. PA. LBR 9019-5 and 9019-6.

¹ Due to the large number of Plaintiffs in Adversary Proceeding No. 19-02134, their names are not listed herein. Such information can be found on Exhibit A to the Adversary Complaint in the Woody Partners Action (Doc. No. 1-1).

- B. Neither the Mediator nor his employees, agents or partners shall be liable for any act or omission in connection with the Mediation other than for a breach of this Agreement.
- C. The Parties agree that the Mediator may discuss separately and privately with Counsel for each of the Parties, or the Parties with Counsel, prior to the Mediation.

II. CONFLICTS/DISCLOSURE

- A. The Mediator has performed a conflict check, and neither he nor his law firm, Nye, Stirling, Hale & Miller LLP, has any conflicts.
- B. The Mediator makes the following disclosures.
 - 1) Very soon after the Chapter 7 Case was commenced, the Mediator and others at his then firm, Duane Morris LLP, spoke with Patrick James Maguire, Matthew R. Maguire and their then counsel about the possibility of representing Patrick James Maguire in the Chapter 7 Case. That representation did not come to fruition.
 - 2) While at Duane Morris LLP, the Mediator represented a client with regard to a small potential preference claim which the Trustee might bring. That matter was not resolved before the Mediator moved to his current firm, and that matter remained at Duane Morris LLP.
- C. The Parties agree that the above disclosures do not and shall not bar the Mediator from serving as mediator.

III. COMPENSATION

- A. The Mediator shall be compensated for time expended in connection with the Mediation at a rate of \$500.00 per hour plus expenses. All fees and expenses shall be paid in equal 1/7 shares by the following Parties: (a) the Maguire Defendants, (b) the Trustee, (c) Woody Partners et al., (d) Robert Lewis, (e) Boustead Securities, LLC, (f) Bank OZK and (g) Aircraft Holding Company One, LLC. The Parties shall be jointly and severally liable for the Mediator's fees and expenses. The Mediator will submit a statement for services to counsel for each of the Parties following the Mediation and to the Bankruptcy Court (if required by the Court). Payments shall be made within thirty (30) days after the Mediation unless otherwise directed by the Court. Tri-State Charter, LLC, Tri-State Charter Holdings, LLC and Tri-State Charter Leasing, LLC shall not be required to pay any of the Mediator's fees and expenses.
- B. The Mediator requires a retainer of \$14,000 to be applied to his fees and expenses. The retainer shall be paid on or before February 25, 2021, by the Parties in the same percentages as reflected in Section III.A above.

IV. SCHEDULE/PROCESS

- A. On or before February 25, 2021, the Trustee, the Maguire Defendants, Aircraft Holding Company One, LLC, Tri-State Charter, LLC, Tri-State Charter Holdings, LLC, and Tri-State Charter Leasing, LLC shall provide to Bank OZK records of financial transactions related to the ownership and operation of Hawker Beechcraft 400XP jet registered as N488TM in accordance with the Consent Order.
- B. The Parties shall provide Confidential Mediation Statements to the Mediator on or before the agreed date per Section IV.E. below. Any Party may share its Confidential Mediation Statement with any other Party, but no Party is required to do so.
- C. In light of issues existing as a result of COVID-19, the Mediation shall occur remotely. In those circumstances, the Parties agree to work in good faith with the Mediator to establish procedures with regard to a remote mediation.
- D. The Mediator may engage technical support to assist with the Mediation. Any person/entity which provides technical support shall be required to sign a confidentiality agreement in advance of the Mediation.
- E. Within five (5) days of the date of this Agreement, the Parties and Mediator shall agree to a schedule for the Mediation including the time and date(s) for the Mediation and submission of the Confidential Mediation Statements.
- F. Each of the Parties will have in attendance at the Mediation individual(s) in accordance with the Consent Order with authority to settle this matter at the time of the Mediation.
- G. There shall be no stenographic, audio, or visual record of any session of the Mediation

V. COUNTERPARTS/AUTHORITY

This Agreement may be executed in any number of counterparts, all of which, taken together, shall constitute one Agreement. The exchange of copies of this Agreement and of signature pages by DocuSign, facsimile, or by electronic image scan transmission in .pdf format shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Any attorney executing this Agreement represents that he or she has the authority to bind and execute this Agreement on behalf of his or her client.

[SIGNATURES ON NEXT PAGE]

DocuSigned by:



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Joel M. Walker
Mediator

Martha Reddy Lehman
Counsel for Bank OZK

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John J. Richardson
Special Counsel for Trustee

Peter J. Ennis
Counsel for Tri-State Charter, LLC, Tri-State
Charter Holdings, LLC, and Tri-State Charter
Leasing, LLC


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Patrick K. Cavanaugh
Counsel for Robert Lewis

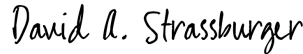
Roy E. Leonard
Counsel for Aircraft Holding Company One,
LLC

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Ryan J. Cooney
Counsel for Woody Partners, et al.

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David A. Strassburger
Counsel for Elm Aerospace Holdings,
LLC, Jean Ann Rieke, as Trustee for the
Patrick James Maguire and Jean Ann
Rieke Revocable Trust, Jean Ann Rieke,
as Executrix of the Estate of Patrick
James Maguire, Heather R. Maguire,
Matthew R. Maguire, Maguire/Maguire,
Incorporated, PrimAir Venture Partners,
Jean Ann Rieke, Spinnaker Aircraft
Holding, LLC, The Estate of Patrick
James Maguire, and The Patrick James
Maguire and Jean Ann Rieke Revocable
Trust

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Jason L. Ott
Counsel for Boustead Securities, LLC